

IN THE UNITED STATE DISTRICT COURT  
FOR THE DISTRICT OF ALASKA

THE UNITED STATES for the use of  
GMW Fire Protection, Inc.  
an Alaska Corporation

v.

KANAG'IQ CONSTRUCTION CO.,  
INC., an Alaskan Corporation and  
WESTERN SURETY COMPANY,  
a South Dakota Corporation

Case No. A-05-170 (JKS)

**EXHIBIT "C"**  
to MEMORANDUM IN SUPPORT OF MOTION FOR RULE  
OF LAW AND PARTIAL SUMMARY JUDGMENT  
REGARDING  
SUBCONTRACT

<b>PAYMENT BOND</b> (See instructions on reverse)		DATE BOND EXECUTED (Must be same or later than contract)		OMB No. : 9000-0045									
Bond No. 929248045		September 30 2002											
Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (HVR), Federal Acquisition Policy Division, GSA, Washington, D.C. 20405													
PRINCIPAL (Legal name and business address): Kanagiq Construction Company, Inc. 3950 Mountain View Drive Anchorage, AK 99508			TYPE OF ORGANIZATION (X one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION STATE OF INCORPORATION ALASKA										
SURETY (IES) (Name(s) and business address(es)) Western Surety Company P.O. Box 5077 Sioux Falls, SD 57117-5077			PENAL SUM OF BOND <table border="1"> <tr> <th>MILLION(S)</th> <th>THOUSAND(S)</th> <th>HUNDRED(S)</th> <th>CENTS</th> </tr> <tr> <td></td> <td>709</td> <td>148</td> <td>90</td> </tr> </table>			MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		709	148	90
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS										
	709	148	90										
			CONTRACT DATE: 09/30/2002 CONTRACT NO.: F63501-00-D-0010 Option Year #2										

## OBLIGATION:


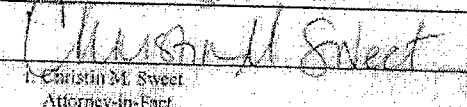
We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

## WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

Kanagiq Construction Company, Inc.				PRINCIPAL	
SIGNATURE(S)	1.  (Seal)	2. (Seal)	3. (Seal)	CORPORATE SEAL	
NAME(S) & TITLE(S) (Typed)	1. William Jury President	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1. (Seal)	2. (Seal)			
NAME(S) (Typed)	1.	2.			
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	Western Surety Company P.O. Box 5077, Sioux Falls, SD 57117-5077		STATE OF INC.	LIABILITY LIMIT
			SOUTH DAKOTA	\$ 100%	CORPORATE SEAL
	SIGNATURE(S)			2.	
	NAME(S) & TITLE(S) (Typed)	Christina M. Sweet Attorney-in-Fact		2.	

AUTHORIZED FOR LOCAL PRODUCTION  
Previous edition is usable  
S-1817/GEEF 10/01

Page 1 of 2

STANDARD FORM 25A (REV. 10-88)  
Prescribed by GSA-FAR (48 CFR) 53.2228(c)  
FRP

EXHIBIT C  
PAGE 1 OF 2

CORPORATE SURETY(IES) (Continued)				
SURETY	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	CORPORATE SEAL
	SIGNATURE(S)		\$	
B	1.	2.		CORPORATE SEAL
	NAME(S) & TITLE(S) (Typed)	2.		
	1.	2.		
C	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	CORPORATE SEAL
	SIGNATURE(S)	2.	\$	
	NAME(S) & TITLE(S) (Typed)	2.		
D	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	CORPORATE SEAL
	SIGNATURE(S)	2.	\$	
	NAME(S) & TITLE(S) (Typed)	2.		
E	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	CORPORATE SEAL
	SIGNATURE(S)	2.	\$	
	NAME(S) & TITLE(S) (Typed)	2.		
F	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	CORPORATE SEAL
	SIGNATURE(S)	2.	\$	
	NAME(S) & TITLE(S) (Typed)	2.		
G	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	CORPORATE SEAL
	SIGNATURE(S)	2.	\$	
	NAME(S) & TITLE(S) (Typed)	2.		

## INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

IN THE UNITED STATE DISTRICT COURT  
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THE UNITED STATES for the use of  
GMW Fire Protection, Inc.  
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v.

KANAG'IQ CONSTRUCTION CO.,  
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WESTERN SURETY COMPANY,  
a South Dakota Corporation

Case No. A-05-170 (JKS)

**EXHIBIT "D"**  
to MEMORANDUM IN SUPPORT OF MOTION FOR RULE  
OF LAW AND PARTIAL SUMMARY JUDGMENT  
REGARDING  
SUBCONTRACT

GLEN F. JOHNSON  
Vol. 1

5/17/2006

GMW FIRE v. KANAG'IQ CONST.  
A05-170 Civil

1 IN THE UNITED STATES DISTRICT COURT  
2 FOR THE DISTRICT OF ALASKA

3 THE UNITED STATES for the use of )  
4 GMW Fire Protection, Inc., an Alaska )  
5 Corporation, )

6 Plaintiff, )  
7 vs. )

8 KANAG'IQ CONSTRUCTION CO., )  
9 INC., an Alaska Corporation and )  
10 WESTERN SURETY COMPANY, a )  
11 South Dakota Corporation, )

12 Defendants. )

13 Case No. A05-170 Civil (JKS)

14 DEPOSITION OF GLEN F. JOHNSON

15 May 17, 2006

16 APPEARANCES:

17 FOR THE PLAINTIFFS: MS. SARAH J. TUGMAN  
18 Attorney at Law  
19 2509 Eide Street, Suite 4  
20 Anchorage, Alaska 99503  
21 (907) 677-7889

22 FOR THE DEFENDANTS: MR. THOMAS S. GINGRAS  
23 Eide, Gingras & Pate, P.C.  
24 Attorneys at Law  
25 425 G Street, Suite 930  
Anchorage, Alaska 99501  
(907) 279-0930

ALSO PRESENT: BILL JURY

GLEN F. JOHNSON  
Vol. 1

5/17/2006

GMW FIRE v. KANAG'IQ CONST.  
A05-170 Civil

Page 14

1 A Yes.

2 Q I'd like you to read subparagraph B out loud, please.

3 A Unit prices as set forth below which on the basis of  
4 estimated quantities will involve a gross contract price  
5 of approximately, per attached fax, quotation, of zero  
6 dollars. Subcontractor will be paid by line items.

7 Q Okay. And that's one the terms of your contract with  
8 Kanag'iq, correct?

9 A For the first year, yes.

10 Q We'll get to that in a minute. Setting aside the time  
11 frame for the moment, that is the language for a unit  
12 price contract, correct?

13 A Yes.

14 Q So you concede that for the first year at least, it was a  
15 unit price contract with Kanag'iq, correct?

16 A That's not how it was handled, even for the first year.

17 Q So in other words, you don't concede that?

18 A No.

19 Q Looking a little further down the first page, I'd like you  
20 to read paragraph two out loud.

21 A To be bound by all laws, government regulations and orders  
22 and all provisions of the main contract, which provisions  
23 are incorporated by reference and to be bound by  
24 provisions attached here unto -- or hereto.

25 Q Okay. And this isn't the first contract you ever signed,



IN THE UNITED STATE DISTRICT COURT  
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WESTERN SURETY COMPANY,  
a South Dakota Corporation

Case No. A-05-170 (JKS)

**EXHIBIT "E"**  
to MEMORANDUM IN SUPPORT OF MOTION FOR RULE  
OF LAW AND PARTIAL SUMMARY JUDGMENT  
REGARDING  
SUBCONTRACT

STEVE FRERE  
Vol. 1

5/18/2006

GMW FIRE v. KANAG'IQ CONST.  
A05-170 Civil

1                   IN THE UNITED STATES DISTRICT COURT  
2                   FOR THE DISTRICT OF ALASKA

3       THE UNITED STATES for the use of       )  
4       GMW Fire Protection, Inc., an Alaska    )  
5       Corporation,                            )

6                               Plaintiff,       )

7       vs.                                        )

8       KANAG'IQ CONSTRUCTION CO.,            )

9       INC., an Alaska Corporation and        )

10      WESTERN SURETY COMPANY, a             )

11      South Dakota Corporation,             )

12                               Defendants.     )

13    )

14      Case No. A05-170 Civil (JKS)

15                   DEPOSITION OF STEVE FRERE

16                   May 18, 2006

17      APPEARANCES:

18           FOR THE PLAINTIFFS:           MS. SARAH J. TUGMAN  
19   Attorney at Law  
20   2509 Eide Street, Suite 4  
21   Anchorage, Alaska 99503  
22   (907) 677-7889

23           FOR THE DEFENDANTS:          MR. THOMAS S. GINGRAS  
24   Eide, Gingras & Pate, P.C.  
25   Attorneys at Law  
   425 G Street, Suite 930  
   Anchorage, Alaska 99501  
   (907) 279-0930

          ALSO PRESENT:                 BILL JURY  
   GLEN JOHNSON



STEVE FRERE  
Vol. 1

5/18/2006

GMW FIRE v. KANAG'IQ CONST.  
A05-170 Civil

Page 25

1 Q Okay, Mr. Frere, we've been off record, you've taken a  
2 look at Exhibit A, and I'd like in particular to direct  
3 your attention to the language in subparagraph B where it  
4 says unit prices as set forth below which -- which on the  
5 basis of estimated quantities will involve a gross  
6 contract price of approximately, per attached fax,  
7 quotation, subcontractor will be paid by line items. Do  
8 you.....

9 A Uh-huh. (Affirmative)

10 Q .....see that language?

11 A Yes.

12 Q Okay. And then you see the attachment to the contract?

13 A Yes. This looks like the one -- this looks like.....

14 Q The same format as the unit price schedule that would be  
15 involved in the prime contract?

16 A It looks identical to it.

17 Q Assuming it's not the same numbers but it's the same  
18 format, does that appear to you -- Exhibit A -- does that  
19 appear to you to be a unit price contract?

20 A Yes.

21 Q Would you think that anyone with experience in the  
22 construction industry would interpret that as a unit price  
23 contract?

24 A Yes.

25 Q You can set Exhibit A aside now for a moment. Going back

IN THE UNITED STATE DISTRICT COURT  
FOR THE DISTRICT OF ALASKA

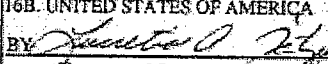
THE UNITED STATES for the use of  
GMW Fire Protection, Inc.  
an Alaska Corporation

v.

KANAG'IQ CONSTRUCTION CO.,  
INC., an Alaskan Corporation and  
WESTERN SURETY COMPANY,  
a South Dakota Corporation

Case No. A-05-170 (JKS)

**EXHIBIT "F"**  
to MEMORANDUM IN SUPPORT OF MOTION FOR RULE  
OF LAW AND PARTIAL SUMMARY JUDGMENT  
REGARDING  
SUBCONTRACT

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 29-Sep-2001		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)					
6. ISSUED BY 3RD CONTRACTING SQUADRON 10480 22ND STREET  ELMENDORF AFB, AK 99506-2500		CODE FB5501		7. ADMINISTERED BY (If other than item 6)  See Item 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  KANAG IQ CONSTRUCTION CO. INC. 3950 MOUNTAIN VIEW DRIVE  ANCHORAGE, AK 99508				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
CODE 09XT8				X 10A. MOD. OF CONTRACT/ORDER NO. FB5501-00-D-0010	
FACILITY CODE 09XT8				X 10B. DATED (SEE ITEM 13) 14-Aug-2001	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) IAW FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT—UNILATERAL					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) THE PURPOSE OF THIS MODIFICATION IS TO EXERCISE THE FIRST OPTION YEAR OF THE CONTRACT FOR THE PERIOD OF 29 SEP 01 THROUGH 28 SEP 02, CLINS 1001 THROUGH 1280.  A. SF 42: Change block 11 to read 730 calendar days. Change block 21 to read Items awarded 0001-1280. Change block 22 total estimated amount from \$663,118.72 to \$1,359,420.80, an increase of \$696,232.08. B. Reference I-170: Change to read 730 days after contract award. C. Incorporate the Bid Schedule First Option Year, Line Items 1001 1280. D. Within 10 days after the award of this modification extending the term of the contract, the contractor shall submit payment and performance bonds to the contracting office shown in block 7 of this document. E. All other terms and conditions remain unchanged.					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LUCRETIA A. TEITZEL / CHIEF, ACQUISITION FLIGHT A/LG		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
				16C. DATE SIGNED 14-Sep-2001	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

Exhibit #

F  
Page 1 of 3

004062

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
F65501-00-D-0010-P00003

PAGE  
2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
KANAG IQ CONSTRUCTION CO. INC.

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

**Changes in Solicitation/Contract/Order Form**

The total cost has increased from \$1,000,000.00 by \$696,232.08 to \$1,696,232.08

**Changes in Section 00010**

**CLIN 0002**

The option setting has changed from selected to deselected

The option number has decreased from 1 by 1 to 0

The pricing detail quantity has increased from 675,295.56 by 20,936.52 to 696,232.08

NSN 7540-01-152-8057

50336-101

OPTIONAL FORM 336A (4-86)  
Sponsored by GSA  
FAR (48 CFR) 53.110

004063

Exhibit # F  
Page 2 of 3

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
F65501-00-D-0010-P00003

PAGE  
3 OF 3

NAME OF OFFEROR OR CONTRACTOR  
KANAG IQ CONSTRUCTION CO. INC.

Changes in Section 00800

Summary for the Payment Office

The total funded amount of the contract remains unchanged.

IN THE UNITED STATE DISTRICT COURT  
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Case No. A-05-170 (JKS)

**EXHIBIT "G"**  
to MEMORANDUM IN SUPPORT OF MOTION FOR RULE  
OF LAW AND PARTIAL SUMMARY JUDGMENT  
REGARDING  
SUBCONTRACT



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1</b>
2. AMENDMENT/MODIFICATION NO. <b>P00004</b>		3. EFFECTIVE DATE <b>28-Sep-2002</b>		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)					
6. ISSUED BY 3RD CONTRACTING SQUADRON 10480 22ND STREET ELMENDORF AFB AK 99606-2500		CODE <b>F65501</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) <b>KANAG ID CONSTRUCTION CO. INC. BILL JURY 3950 MOUNTAIN VIEW DRIVE ANCHORAGE AK 99508</b>				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>F65501-00-D-0010</b>	
				X 10B. DATED (SEE ITEM 13) <b>14-Aug-2001</b>	
CODE <b>09XT8</b>		FACILITY CODE <b>09XT8</b>			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning: _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14:					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) <b>52/217-0 Option to Extend the Term of the Contract - UNILATERAL</b>					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <b>See schedule</b>					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			<b>EUCRETIA A. TEITZEL / CONTRACTING OFFICER</b>		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				BY 	
				(Signature of Contracting Officer)	
				16C. DATE SIGNED <b>28-Sep-2002</b>	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

Exhibit #

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Page

1 of 4

004073



F65501-00-D-0010

U00001

Page 2 of 4

SF 30, Block 14, continuation page.

The purpose of this modification is to exercise the option to extend the term of the contract for the Second Option Year.

- a. Incorporate the Bid Schedule for the Second Option Year, line items 2001 through 2278. The performance period is extended through 28 Sep 03.
- b. Change the performance period listed in Block 11 of the SF 1442 to read 1095 calendar days, and increase of 365 calendar days.
- c. Change the total estimated amount from \$1,359,420.80 to \$2,027,528.27, and increase of \$709,148.90.
- d. Within 10 days after the award of this modification extending the term of the contract the contractor shall submit payment and performance bonds to the contracting office shown in Block 6 of this document in the amounts listed in FAR clause 52.228-15, Payment and Performance Bonds – Construction.
- e. Change FAR clause 52.216-18, Ordering, paragraph (a) to read "Such orders may be issued from ... Sep 29, 2002 through Sep 28, 2003.
- f. The accounting and appropriation data will be annotated on each individual delivery order.
- g. All other terms and conditions remain unchanged.

Exhibit #

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Page

2

of

4

004074

F65501-00-D-0010  
U00001  
Page 3 of 4

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003		709,148.90	Dollars, U.S.	\$1.00	\$709,148.90 EST
	FIRE PROTECTION REQUIREMENTS FFP NSN Z299-00-000-FIRE SIGNAL CODE A				

ESTIMATED  
NET AMT

\$709,148.90

004075

F65501-00-D-0010

U00001

Page 4 of 4

## DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 29-SEP-00 TO 28-SEP-01	Dollars, U.S.	1,000,000.00	Dest. FQ5000	3RD CIVIL ENGINEER SQUADRON LARRY TRAW / INSPECTOR 6326 ARTIC WARRIOR ELMENDORF AFB AK 99504
0002	POP 28-SEP-01 TO 27-SEP-02	Dollars, U.S.	696,232.08	Dest. Same as CLIN 0001	
0003	POP 29-SEP-02 TO 28-SEP-03	Dollars, U.S.	709,148.90	Dest. Same as CLIN 0001	

## CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$0.00		\$643,083.81

## CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001			643,083.81	
0002			675,295.56	\$675,295.56
0003			709,148.90	

SECTION 00800 Special Contract Requirements

## ACCOUNTING AND APPROPRIATION DATA

CONTRACT FUNDING DATA

COST CODE

Exhibit #

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004076